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AGREEMENT
BETWEEN

THE CITY OF UNION CITY

AND

UNION CITY POLICE SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 1992 THROUGH DECEMBER 31, 1994

LAW OFFICES:

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PREAMBLE

THIS AGREEMENT made by and between the City of Union City hereinafter referred to as the "City" or "Employer" and the Union City Police Superior Officers Association, hereinafter referred to as the "PSOA".

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees recognized as being represented by the PSOA as follows:

ARTICLE I - RECOGNITION

A. The City hereby recognizes the PSOA as the exclusive representative of all its Superior Officers in the Police Department in the City of Union City, New Jersey. Superior Officers as used herein shall mean all male and female officers above the rank of Patrolman and/or Detective.

B. The Employer hereby recognizes the PSOA as the exclusive collective negotiation agent for all Superior Officers of the Police Department and the Senior Mechanic and Police Radio Repairer of the City of Union City, New Jersey, but excluding the Police Chief, Deputy Chief, and all other parties classified as management personnel by the Public Employment Relations Commission.

ARTICLE II - DEFINITIONS

A. "PSOA" means the Union City Police Superior Officers Association.

B. "Service or length of Service" means service with the Police Department of the City of Union City.

C. "Department" means City of Union City Police Department.

D. "Employer" means the City of Union City.

E. "Immediate Supervisor" means the immediate supervising officer of the member claiming grievance.

G. "Department Head" means the Commissioner of Public Safety and shall be interchangeable with the term "Director" as covered by this Agreement.

H. "Association Officer" refers to elected officers of the PSOA.

I. "Executive Board" means the appointed members of the elected officers of the PSOA, as defined in the PSOA By-Laws.

J. "Grievance Committee" means a committee designated by the PSOA to review, screen and adjust grievances presented by the employees.

K. "Representatives" means PSOA President or Executive Delegate of the PSOA authorized to represent its members in the adjustment of grievances or other matters affecting the employees.

L. "City" means the City of Union City, County of Hudson, State of New Jersey.

M. "Shift Commander" means the commanding officer.

N. "Member", when used herein, shall be interchangeable with

the term "employee" as covered by this Agreement.

ARTICLE III - MAINTENANCE OF STANDARDS

A. All terms of employment relating to wages, hours of work and general working conditions presently in effect for employees shall be maintained at not less than the standards now in effect, and the terms of employment shall be improved wherever specific provisions for improvement are made in this Agreement.

B. In the event of a conflict between the terms of this Agreement and the Rules and Regulations of the Department, then and in that event, the terms of this Agreement shall govern for the duration of this Agreement.

ARTICLE IV - REPRESENTATIVES AND MEMBERS

A. Duly appointed representatives of the PSOA shall be permitted to visit the duty posts and all other facilities used or otherwise available to the Police Department in order to inspect, ascertain and assure that the provisions of the Agreement are being properly observed. This right shall be exercised reasonably.

B. The PSOA representative(s) shall be permitted to visit City Hall for the purpose of meeting with the Director of Public Safety in order to discuss the contract, grievance, etc., after the appointment has been cleared with the Director's Office.

C. The PSOA shall submit to the City the names of its authorized representatives and areas in which their representation is effective.

D. When a PSOA President, Executive Delegate, or their Representative meets by Agreement with the City Representative during the work day, such meeting shall be without loss of pay or time.

E. The PSOA representative(s) shall report to the Shift Commander in charge immediately upon entering the premises. The visitors shall in no way interfere with or impede the performance of work or other activity of the visitation site.

F. Superior Officers shall be responsible for meeting with the Chief of the Department concerning "training", which meeting shall not be subject to compensation and which will not exceed four (4) meetings during the course of the year or not more than sixteen (16) hours in the aggregate.

ARTICLE V - EMPLOYEE RIGHTS

A. Members of the PSOA hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the PSOA. These questions may require investigations by Superior Officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogations of a member of the PSOA shall be at a reasonable hour, preferably when the member of the PSOA is on duty.

2. The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous then the officer shall so be advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the PSOA is being interrogated as a witness only, he should be so informed at the initial contact.

3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

4. The interrogation of the member shall not be recorded.

5. The member of the PSOA shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts.

6. If a member of the PSOA is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

7. In all cases and at every stage of the proceedings in the interest of maintaining the usual high morale of the PSOA representative(s) before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the PSOA, the member shall have the right to have a representative of the PSOA present during the interrogation.

C. The PSOA shall be informed prior to promulgation of any new rule or the proposed modification of any present rule. Said notice to the PSOA shall be given no later than ten (10) days before the effective date of any change. In the event the PSOA is not notified ten (10) days in advance, the PSOA may exercise its right pursuant to law. Such rule or regulations shall not become effective until the parties have exhausted all remedies provided by law.

D. The City shall not enter into any contractual Agreement with a member which in any way alters, reduces, compromises, amends or conflicts with the terms and provisions of this Agreement and the rights and privileges conferred pursuant to this Agreement.

E. Nothing contained herein shall be construed to deny or restrict to any member or the City such rights as he may have under New Jersey Statutes or other applicable laws and regulations. The rights granted to the members hereunder shall in all cases be deemed to be in addition to those provided for elsewhere.

ARTICLE VI - PSOA ACTIVITY

A. The representative(s) of the PSOA having business with the members of the PSOA may confer with them for a reasonable length of time during the course of a working tour, provided that permission is first obtained from the Commanding Officer at the Police Headquarters.

B. The City agrees that there will be no deduction from the pay or time owed of any member of the PSOA for the reasonable time spent in discussing PSOA business as aforesaid and further agrees that there shall be no deduction in pay or time owed by the representative(s) of the PSOA involved, if he is then working in a regular tour of duty.

C. The City shall permit members of the PSOA Grievance Committee, not to exceed three (3), to conduct the business of the Committee which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members, without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Superior Officers to bring the Department to its proper effectiveness.

D. The City shall permit members of the PSOA Negotiating Committee to attend collective bargaining meetings during the duty hours of members. During the negotiations of the PSOA Agreement, representatives so authorized by the PSOA, not to exceed three (3), shall be excused from their normal duties of such periods of

negotiations as are reasonable and necessary.

E. The Director agrees to grant to the members of the PSOA elected as delegates up to fifteen (15) days off without loss of pay or time to attend any State or National Convention of the New Jersey Policemen's Benevolent Association or the International Conference of Police as provided under N.J.S.A. 11A:6-10.

F. The City agrees that the maximum number of six (6) PSOA members, to be designated by the PSOA, shall be granted leave by the Director to attend Local, State or National Conventions or other official PSOA business, provided that the PSOA notified the City in writing of its intentions to do so, no later than one (1) week prior to the time leave is to be taken, except in case of emergency.

G. In addition, the President and the Executive Delegate of the PSOA shall be granted time off, without loss of pay or time, to attend State or County conference meetings, provided however, that the Director is notified as to the length of time off desired.

H. The City agrees that the President and/or the Executive Delegate of the PSOA with the permission of the Commanding Officer, which shall not be unreasonably refused, may at any time go off post on PBA business, provided they are not both on the same shift.

ARTICLE VII - LEAVE OF ABSENCE

Leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of ninety (90) days, after which time the employee must be reinstated. Said leave may not be arbitrarily or unreasonably withheld and shall be administered pursuant to present N.J. State Department of Personnel Regulation.

ARTICLE VIII - PERSONAL LEAVE

A. Leave shall be granted by the Chief or Director to a member who obtains the services of another Superior Officer of equal experience who shall be capable of serving in the stead of the first member and working his tour of duty, in their discretion which shall be reasonably exercised. Notification, in writing, should be submitted on previous tour except in case of emergency. No more than one (1) working day shall be permitted except in case of emergency which shall be determined by the Chief of Police.

B. A member, in writing, seventy-two (72) hours prior to commencement, may request that the City grant him leave equal to back time owed to him pursuant to Article XV, Section J.

C. The Chief shall notify said member no later than forty-two (42) hours, except in case of emergency, prior to the date the requested leave is to commence as to whether said leave shall be granted. A maximum of two (2) men shall be granted said leave per shift.

ARTICLE IX - SICK LEAVE AND TERMINAL LEAVE

A. Sick leave policy for all members covered by this Agreement shall continue to be administered as in the past.

B. An Officer on sick leave shall be required to remain at home during the period he is on sick leave, except for a visit to the doctor's office or hospital.

C. Before leaving his home for the above stated reasons, the Officer shall contact the Chief or Officer in charge and submit the name of the doctor or hospital, address and phone number of same.

D. A medical slip, signed by a doctor or a PD-11, stating the nature of the illness, shall be required of all officers who have already used up two (2) separate single sick leave days. A medical slip shall also be required where a single absence is more than two (2) consecutive days.

E. An Officer can expect, at the sole discretion of the Chief or Department Head, a visit from the Department physician or an Officer of the Department.

F. An Officer can also expect, at the sole discretion of the Chief or Department Head, to be called by the Department personnel at intervals during the day and also during the sick leave period.

G. Failure to comply with the procedure shall be cause for disciplinary action.

H. 1. For the purpose of terminal leave, however, and that purpose only, a sick leave bank shall be created consisting of fifteen (15) sick days per year for each calendar year of employment with the City, which bank shall only be reduced by

reason of sick leave used during the employee's tenure with the City for absences as a result of non-work connected injury or illness. Upon the employee's retirement he shall be paid a terminal leave benefit on the basis of one day's terminal leave pay for each two (2) remaining accumulated sick days whichever benefit is greater.

2. In the case of an employee's death such shall be considered retirement for the purposes of the terminal leave benefit being awarded and his estate shall be entitled to the compensation owed.

3. The provisions of this Section shall not be operative until such time as a court of competent jurisdiction shall determine it to be legal or until such times as an authorizing statute shall be enacted.

I. 1. Work connected injury or illness will not be cause for deduction of any benefits from the member's accumulated sick leave.

2. Non-work connected injury or illness shall be treated in the same manner as ordinary sick leave, that is, charged to a maximum of fifteen (15) days per year.

J. 1. Members of the bargaining unit who utilize no sick days during the calendar year shall receive a bonus in the amount of \$150.00. Officers who use one (1) sick day during the calendar year shall receive a bonus in the amount of \$75.00.

2. For the purposes of this provision, the calendar year shall be December 1 through November 30 of the succeeding year. Any Officer entitled to a bonus in accordance with this provision

shall receive same during the month of December of each year.

ARTICLE X - PERSONAL LEAVE DAYS

Members shall be entitled to the following temporary non-cumulative leave of absence with full pay.

A. 1. Upon the death of a member of the immediate family of a member commencing from and including the date of death through the day after the funeral.

2. For the purpose of this subsection, "immediate family" shall be defined as a member's spouse, child, stepchild, mother, father, sister, sister-in-law, brother, brother-in-law, stepmother, stepfather, mother-in-law, father-in-law and grandparents.

B. 1. Upon the serious illness of a member of the immediate family of a member, leave of absence shall be granted at the discretion of the Chief of Police.

2. For the purpose of this subsection, "immediate family" shall be defined as a member's spouse, child, stepchild, mother or father.

C. 1. An employee shall be entitled to the day off on the day of the ceremony for the Baptism, Communion, Confirmation, Graduation or Marriage of a member's immediate family.

2. For the purpose of this subsection, "immediate family" shall be defined as a member's son or daughter.

D. Each employee covered by this Agreement shall be entitled to three (3) personal days per annum, which shall be administered as is the present practice.

ARTICLE XI - MANAGEMENT RIGHTS

A. The City of Union City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. The Municipality reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and 40A, or any other national, state, county or local laws or regulations.

ARTICLE XII - PHYSICAL EXAMINATIONS

A. The City may require a member to submit to an annual physical, neurological or psychiatric or other examination to be performed by a licensed physician selected by the City and at the City's expense.

B. The member, nevertheless, reserves unto himself the right to be examined by a physician or physicians of his own choice and at his own expense, in addition to any physical examination required by the City.

C. The policy and procedures set forth in the Ordinance annexed hereto as Exhibit A shall be applicable to employees covered by this Agreement.

ARTICLE XIII - GRIEVANCE PROCEDURE

A. Definition

A grievance is a complaint concerning the interpretation, application or violation of this Agreement, policies, rules and regulations or administrative decisions affecting a member of the PSOA. Grievances include, but are not limited to, working conditions, lighting, heating, sanitary facilities, personal safety, type of work assignments and their location, work load and the attitude of supervisors.

B. 1. When an employee or the PSOA collectively has a grievance against the City, it shall be processed in accordance with the grievance procedure hereinafter provided.

2. Any grievance that either is not processed within a reasonable time or is disposed of in accordance with the grievance procedure shall be considered final and binding upon the City, the member or the members involved, and the PSOA for its members.

C. Steps

STEP ONE

1. A member believing he has cause for a grievance may, at his option, discuss the matter directly with his immediate supervisor, or may take it up with the PSOA Committeeman, who shall discuss the grievance with the member's immediate supervisor. Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion.

2. If the matter is not disposed of in this discussion with the immediate supervisor within four (4) business days (excluding Saturday, Sunday and holidays), the grievance may be reduced to writing and may set forth all facts relied on and shall be presented in triplicate to Step Two.

STEP TWO

1. The PSOA Committee shall, within seven (7) calendar days of the preceding disposition, present the grievance in writing to the Commissioner of Public Safety.

2. The Commissioner of Public Safety shall give his decision in writing not later than seven (7) calendar days after the grievance has been submitted to him.

STEP THREE

1. If no satisfactory resolution of a grievance relating to the interpretation or application of this Agreement is reached at Step Two, then within fifteen (15) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of PERC. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such Arbitration shall be borne equally by the parties.

2. The Arbitrator shall have no authority to add to, subtract from or otherwise modify the terms of this Agreement.

3. It is agreed between the parties that no Arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the City's Governing Body

or its representative on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the New Jersey Department of Personnel may be submitted to Arbitration. The parties herein direct the arbitrator not to accept or decide any matter in dispute that is subject to review and decision by the New Jersey Department of Personnel.

4. Employees covered by this Agreement shall have the right to process their own grievances, with or without a PSOA representative.

5. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

D. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the

parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE XIV - DISCIPLINARY ACTION

In the event that an investigation results in the institution of disciplinary action, if the investigated employee so requests, the PSOA may designate a representative to be present on behalf of and to represent, but not to judge the Officer, at all stages of the proceedings if it so elects, and shall be provided with copies of the charges and specifications and decisions.

ARTICLE XV - SALARIES, OVERTIME AND LONGEVITY

A. The salary schedule for all Superior Officers as being represented by the PSOA shall be as follows:

<u>CLASSIFICATION</u>	<u>1992</u>	<u>1993</u>	<u>1994</u>
Sergeant	50,258	52,771	55,410
Lieutenant	57,797	60,687	63,721
Police Radio Repairer	58,835	61,777	64,866
Senior Mechanic	58,835	61,777	64,866
Captain	66,466	69,789	73,279
Inspector	71,451	75,024	78,775

B. All members shall receive overtime pay at one and one-half (1½) times the member's regular hourly rate in either cash or compensatory time off at the Officer's discretion for all hours worked in excess of the normal work week. Overtime shall include hours spent in appearance compelled by subpoena or directed by Superior Officers before criminal courts, municipal courts, petit juries, grand juries, suppression hearings, juvenile court, motion practices and appellate matters, insofar as they may relate to the regular and normal duties of law enforcement officers and further, including appearances required before administrative agencies including but not limited to ABC hearings, State investigating Commission hearings or State Motor Vehicle Hearings. In computing overtime spent in the aforementioned appearances, the time shall commence upon the member's departure from the Police Station and shall terminate on his return thereto.

C. If an employee is recalled to duty he shall receive a

minimum guarantee of four (4) hours pay to be computed at one and one-half ($1\frac{1}{2}$) times the employee's regular hourly rate.

D. If an employee is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at one and one-half ($1\frac{1}{2}$) times the employee's regular hourly rate. Calls shall be placed no later than twenty-four (24) hours, except in case of emergency, prior to the commencement of the tour of duty the member called is requested to work.

E. All employees covered by this Collective Bargaining Agreement shall receive an annual allowance for maintenance of weapons of Two Hundred (\$200.00) Dollars.

F. In addition to the annual salaries hereinabove mentioned, all members of the Department assigned to plain clothes on detective duty shall receive an additional Three (\$300.00) Dollars per annum for each year of this Agreement. Said additional Three Hundred (\$300.00) Dollars per annum shall become a permanent increase provided said member shall have been employed for at least three (3) years as of January 1, 1975 in said Division, regardless of assignments.

G. If an employee is required to work overtime hours for any court appearance enumerated in Section E of this Article he shall receive a minimum guarantee of two (2) hours pay to be computed at one and one-half ($1\frac{1}{2}$) times the employee's regular hourly rate of pay.

H.1. In addition to the annual salaries as here mentioned,

the following longevity shall become effective as of the times indicated:

1992

Commencing 3 - 5 years service	2% of base pay
6 - 8 year service	4% of base pay
9 - 11 years service	6% of base pay
12 - 15 years service	8% of base pay
16th year of service	10% of base pay
17 - 19 years service	12% of base pay
20 - 24 years service	14% of base pay
24 + years service	14% of base pay + \$600.00

1/1/93

Commencing 3 - 5 years service	2% of base pay
6 - 8 year service	4% of base pay
9 - 11 years service	6% of base pay
12 - 15 years service	8% of base pay
16th year of service	10% of base pay
17 - 19 years of service	12% of base pay
20 years of service	16% of base pay

1/1/94

Commencing 3 - 5 years service	2% of base pay
6 - 8 year service	4% of base pay
9 - 11 years service	6% of base pay
12 - 15 years service	8% of base pay
16th year of service	10% of base pay
17 - 19 years of service	12% of base pay
20 years of service	18% of base pay

H.2. Longevity increments shall be paid biweekly as are

salaries.

H.3. In the event an employee purchases military time served as permitted by State Law, such time shall be applied for the purpose of calculating longevity compensation due said employee. Such compensation shall be effective as of the effective date of said buyback.

I. The employees covered by this Agreement shall be eligible for outside work details which shall be administered and compensation provided through the Police Department.

J. The employees in the unit shall have the ability to accumulate banked "time due" pursuant to this Article to a maximum of one hundred four (104) hours of which a maximum of eighty (80) hours shall be payable upon retirement at the then existing rate of pay. Procedures for utilizing the bank time due shall be in accordance with the current procedure, including the approval of the Chief or his designee.

ARTICLE XVI - CLOTHING ALLOWANCE

Employees shall be given an annual clothing allowance, to be paid in full in June of each year, in the following amount:

\$800.00.

ARTICLE XVII - HOURS OF WORK AND WORK SCHEDULE

A. The members attached to the Uniformed Patrol Division shall work the twenty (20) day cycle.

B. 1. Members attached to the Detective Division, Records Division, Payroll Division, Traffic Division, Special Services and Juvenile Division shall work the assigned schedule:

Five (5) consecutive eight (8) hour days, followed by a sixty-four (64) hour leave, and then shall work four (4) consecutive eight (8) hour days, followed by an eighty-eight (88) hour leave and shall continue to work such five (5) and four (4) day cycles alternatively throughout the life of the contract. In addition, all such personnel shall enjoy compensatory time off for twelve (12) holidays listed below, in addition to any other holiday pay, pursuant to Article 19.

The holidays scheduled are as follows:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Member's Birthday

ARTICLE XVIII - VACATIONS

A. 1. The vacation period shall commence January 1st and continue until December 31st of each year. The vacation allowance shall be as follows:

<u>Classification</u>	<u>Working Days Vacation</u>
Sergeants	27 days
Lieutenants	30 days
Police Radio Repairer	30 days
Senior Mechanic	30 days
Captains	34 days
Inspector	39 days

2. All Superior Officers working in the "5/4" day work cycle shall enjoy the benefit of an additional three (3) working days vacation.

3. The member who is on sick leave shall not be charged with vacation time provided, however that he is on sick leave prior to the starting of his vacation. In the event a member's sick leave and vacation time coincide, he shall be charged with sick leave only and may take his accrued vacation time subsequently.

4. In the event a member is on his vacation time and becomes ill, he shall not be able to stop his vacation time and report on sick leave.

5. In the event of the death of a member of the PSOA, the City shall cause to be paid to his estate compensation in lieu of accrued vacation credit.

C. In the event that an officer is on sick leave pursuant to

Section A-3 of this Article, and that during said scheduled vacation period he returns to good health, he shall then continue and complete his scheduled vacation. Any vacation days during which he was on sick leave shall be rescheduled at the discretion of the Chief of Police, manpower of the Department permitting.

D. The employee may bank no more than two (2) years of accumulated vacation leave plus the current year's allotment. Any excess over two (2) years of accumulated vacation leave must be utilized prior to December 31, 1994. Upon retirement the employee shall be paid for accumulated vacation, pursuant to the foregoing limitations, at the then existing rate of pay.

E. A maximum of one (1) superior officer shall be permitted to receive days off/vacation days per duty tour. This figure shall not include commanding officers.

ARTICLE XIX - HOLIDAYS

A. All employees, in addition to their wages, shall receive fifteen (15) holidays to be paid at straight time rates.

B. The payment for holidays shall be included within the periodic pay check of each employee covered by this Agreement for purposes of pension contributions, and hourly rate.

ARTICLE XX - MEDICAL INSURANCE, HOSPITALIZATION AND PENSIONS

A. Medical Insurance Protection

1. The City shall provide the health care insurance protection designated below. The City shall pay the full premium for each active Association member, and in cases where applicable, for family plan insurance covering dependents.

a. Medical Surgical Plan of New Jersey - U.C.R. Blue Shield

b. Hospital Service Plan of New Jersey - Comprehensive Blue Cross 120 days

c. Rider "J" - 365 days

d. New Jersey Blue Cross' Major Medical

e. Prescription Drug Plan

f. Optical Plan - travelers Insurance

g. Dental Plan - for all employees covered by this Agreement and their dependents in an amount not less than those already existing from the Delta or equal.

2. The City shall make payment for the above health care insurance protection on behalf of all Association members, including those members who are on sick leave and/or injured in the line of duty.

3. The City shall provide the insurance protections designated below for its retirees and shall pay the full premium for each retired employee and, in cases where applicable, for family plan insurance covering dependents for the following:

a. Medical Surgical Plan of New Jersey- UCR Blue Shield

b. Hospital Service Plan of New Jersey-

- c. Comprehensive Blue Cross 120 Days Rider "J" - 365 days
- d. New Jersey Blue Cross Major Medical
- e. Prescription Drug Plan

4. The Employer, upon thirty (30) days written notice and mutual Agreement of the employee organization, which Agreement shall not be unreasonably withheld, may elect to change insurance carriers for the programs referenced herein provided substantially equal benefits are provided thereby.

5 (a). Effective January 1, 1992, the health benefits of any new bargaining unit member shall remain at the health benefit level applicable at the time of his City position, immediately prior to his promotion or appointment into this bargaining unit.

(b). Effective January 1, 1992, a new bargaining unit member who did not hold a City position, immediately prior to his appointment or promotion to this bargaining unit, shall be provided with health benefits at the same level, as if he had held a City position immediately prior to his promotion or appointment.

B. Pensions and Insurance

1. The City shall do everything required by it, pursuant to law, to secure pensions for all qualified Association members.

2. Pensions and insurance coverage shall be the same for an Association member who is injured or killed while rendering aid to a neighboring community-as though the injury or death occurred within the territory of Union City.

3. The City shall continue to make necessary payment to,

and on behalf of, an Association member who is on sick leave and/or has been injured in the line of duty and within the scope of his employment as though said Association member remained on active duty.

C. Hospitalization

An Association member injured in the line of duty and hospitalized as a result thereof, shall be afforded no less than semiprivate accommodations.

D. Welfare

1. The City shall supply all employees all the necessary legal advice and counsel pursuant to law.

2. The City shall provide insurance coverage on employees and their personal vehicles when said vehicles are used or recalls or when otherwise used in the scope of employment, provided said coverage is legally permissible and contractually insurable.

ARTICLE XXI - DUES DEDUCTIONS AND AGENCY SHOP

A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the City and the Association, and consistent with applicable Law), the City agrees to deduct from the pay periods of each month, membership dues, fees and assessments, in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Association during the full term of this Agreement and any extension or renewal thereof. The City shall promptly remit monthly any and all amounts so deducted with a list of changes to the Secretary Treasurer of the Association.

B. Any changes in monthly dues will be certified in writing by the President of the Association or his/her designee, and the amount shall be uniform for all members.

C. No deductions will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the City, through error or oversight, failed to make the deduction in any monthly period.

D. The City will notify the Secretary-Treasurer of the Association, monthly, of hiring of all employees, their address, birth date, classification, rate of pay, and social security number. The City will similarly notify the Secretary Treasurer of the Association of all employees who are terminated from the City's payroll.

E. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

F. The deduction shall commence for each employee who elects not to become a member of the Association on the first of the month following thirty (30) days written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new employee on the first of the month following sixty (60) days of employment.

G. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

H. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

I. The Association shall indemnify, defend and save the City harmless against any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by

the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

J. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association and this Agreement has been executed by the City after it has satisfied itself that the Association is a proper majority representative.

ARTICLE XXII - UNIFORMS AND PERSONAL EQUIPMENT

A. Employees shall be free to purchase uniforms and/or equipment from suppliers of their own choice or designation.

B. Uniforms shall comply with requirements established by the Chief of Police:

C. Dress uniforms shall be worn on parade and funeral details.

D. Work uniforms, as established by the Chief of Police, shall be worn during duty hours.

E. It shall not be mandatory for a member to wear the work uniform while reporting to or from the tour of duty.

F. Any change in the existing uniform requirement by the administration will be paid by the City.

ARTICLE XXIII - UNIFORM INSPECTIONS

There shall be no annual uniform inspection. The duty officer or his designee shall carry out these inspections at roll call.

ARTICLE XXIV - POLICE SCHOOLS AND TRAINING

A. Available opportunities for schools and training shall be posted.

B. Unit employees shall have the opportunity to apply to the Chief for the right to attend schools and training beyond the training normally assigned by the Department.

C. All unit employees shall have a reasonable opportunity to attend schools or training; that opportunity shall be distributed on an equitable basis.

D. The Chief shall have the reasonably exercised right to deny requests where attendance would hamper the manpower of the Department or result in the incurring of overtime costs. The Chief shall issue all denials in writing specifying the reasons for such denial.

E. Additionally, training by qualified personnel may be conducted on site. The PSOA will be given the opportunity to recommend such programs to the Chief.

F. Employees attending police courses or other in-service training will be considered to be on a 33.6 hour week and shall be paid thereof the straight time rates for all hours required in such course on an hour-for-hour basis exclusive of the mandatory Police Training Commission Basic Training School.

G. In service training courses conducted at headquarters shall be scheduled during working hours whenever practical.

ARTICLE XXV - EQUIPMENT

A. 1. The City shall, so far as practical, provide the Police Department of the City of Union City with all the necessary and essential equipment needed to properly enforce the law, preserve the peace and provide public safety and such equipment shall be kept in good state of repair.

2. The City shall replace all equipment which is required to be replaced by normal usage, procedure, wear and tear in the performance of duties of the Police Department.

B. All motor vehicle apparatus shall be kept to the New Jersey State Inspection Laws.

C. 1. Employees shall be allowed to remove their coats while operating in motor vehicles provided they are properly uniformed.

2. Hats must be worn at all times when not in motor vehicles. Employees shall be allowed to remove their hats and coats while in public restaurants.

D. 1. All Patrol cars shall be equipped with at least the following equipment:

one heavy duty handlight

150 feet of heavy duty rope

one serviceable first aid kit

one fire extinguisher

one oxygen inhalator

one snare for animals

one 360 degree light (revolving type) an electronic audio warning device to replace siren or to be used in conjunction therewith

night stick holder

plastic bags

disposable gloves

shovel

one screen dividing the front and rear seats

2. Detective cars shall be equipped with at least the following equipment:

one heavy duty handlight

one serviceable first aid kit

one fire extinguisher

one oxygen inhalator

one portable 360 degree light

one horn siren

E. All patrol cars and unmarked cars shall be equipped with trunks that can be opened from the interior of the vehicle.

F. All other equipment benefits currently being enjoyed by the member, whether by statute, law, ordinance, resolution or precedent, shall continue to be in effect.

ARTICLE XXVI - PROMOTIONS

A. In the event a vacancy is created in the Superior Officer rank of the Department, whether said vacancy be created as a result of retirement, death, discharge, dismissal or otherwise, and appointment filling such vacancy shall be in accordance with N.J. State Department of Personnel Regulations.

B. The employer shall maintain at all times an active N.J. Department of Personnel Eligibility list with respect to all ranks, excluding the Chief, from which provisional and/or permanent appointments will be provided in accordance with N.J. State Department of Personnel Rules and Regulations.

ARTICLE XXVII - MISCELLANEOUS

A. Appeal

1. After disciplinary proceedings have been concluded, if the PSOA concludes that an employee has been unjustly convicted and/or penalized, it may appeal such judgment to arbitration as provided below provided such is not cognizable by the N.J. Department of Personnel. The Board of Arbitrators shall review the justness of the punishment imposed upon the record made before the Hearing Officer.

2. If the Board of Arbitrators decides that the punishment imposed was unduly harsh or severe under all the circumstances, it may modify the findings and punishment accordingly. Nothing herein contained shall be deemed to limit the rights of the employee provided by the Regulations promulgated by the N.J. Department of Personnel, or other applicable laws.

3. The appeal provided by this Article is in addition to any appeal or other remedy provided by the Regulations promulgated by the N.J. Department of Personnel on any other statute, rule or regulation.

B. Polygraph Test

1. The City shall not require a Superior Officer to take a polygraph test.

C. Termination of Employment

1. Upon termination of the employment of a member, regardless of the cause thereof, the City shall pay to the member all monies due him up to and including the effective termination

date on or before the pay day immediately following the effective termination date. This payment shall include, but not be limited to, compensation due for earned vacation time.

D. Identification Card

Every member shall, at the City's expense, be furnished with a card valid for the purpose of identifying said person as a member of the Department.

E. Firefighter and Other Non-Police Duties

1. No member shall be required to perform Firefighter functions or duties.

2. No member shall be required to assist in an attempt to control a fire, near fire or any other disorder by the use of hose streams or otherwise.

3. No member shall be required to perform any mechanical or maintenance work (including but not limited to washing and cleaning motor vehicles) changing tires on any City owned or operated equipment, nor perform any maintenance work in the Police Station.

F. Facilities

1. All sanitary facilities and equipment in the Department including, but not limited to, toilets and wash basins, shall be furnished and maintained in good working order by the City.

2. The City shall also furnish, maintain in good working order, and replace, when necessary, the following:

double lockers
chairs
tables
dress room facilities

G. 1. Since all Superior Officers are presumed to be subject to duty twenty-four (24) hours per day, any action taken by a member of the PSOA on his time off, which have been taken by an officer on active duty if present or available, shall have all the rights and benefits concerning such action as if he were then on active duty, provided such action is taken within City limits.

2. The City will provide each employee with a handbook containing the rules and regulations of the Department. A copy of this will be posted at Police Headquarters when the revision of said handbook is completed.

3. In the event of any civil suit arising from the performance of any police duties in which the municipality is a party to the suit, the municipality shall provide an attorney with the cost to be borne by the municipality.

H. Bulletin Board

The City shall permit the installation of bulletin boards, at the expense of the PSOA, located in what is commonly referred to as the "ready room".

I. Assignments and Reporting Times

Whenever assignments or reporting times are changed, Superior Officers shall be notified at least twenty-four (24) hours prior to the change whenever possible.

ARTICLE XXVIII - OUTSIDE EMPLOYMENT

The City agrees that an employée may obtain extra employment in another field during his free time, provided that said employment does not interfere with his present position. Any injury incurred on non-duty work will not be compensated for by the City except in accordance with Article IX, Section I(2).

ARTICLE XXIX - MUTUAL AID

The City shall insure that an employee who is killed or injured in the line of duty, while rendering aid to a neighboring community, is fully covered by pension and insurance rights, as if said injury or death occurred out of an incident arising out of performance of duty within the City.

ARTICLE XXX - EDUCATIONAL INCENTIVE

A. The City recognizes the need for the education advancement of its officers; therefore, those officers who have earned an Associate Degree in Arts or Sciences on or before January 1, 1975 from an accredited institution of higher learning, shall receive an additional two point five (2.5%) percent of their annual base salary in the form of an annual payment.

B. Those officers who on or before January 1, 1975 have earned a Bachelor's Degree in the Arts or Sciences from an accredited institution of higher learning, shall receive five (5%) percent of their annual base salary in the form of an annual payment.

C. Any officer after January 1, 1975 must have obtained his Associate or Bachelor's Degree in Police Science in order to qualify him to receive the additional benefits of paragraphs A or B.

D. Any officer, on or after January 1, 1975 must have obtained his Associate or Bachelor's Degree in Police Science in order to qualify him to receive the additional benefits of paragraphs A or B.

D. Any Officer, on or after January 1, 1975, furthering his education in an accredited institution of higher learning, and is enrolled in a course, which course is a Police Science related course, shall be paid annually Five (\$5.00) Dollars for each credit earned in addition to his base salary provided he is not encompassed within paragraphs A or B above.

ARTICLE XXXV - DURATION OF AGREEMENT

This Agreement shall have a term from January 1, 1992 through December 31, 1994. If the parties have not executed a successor Agreement by December 31, 1994, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

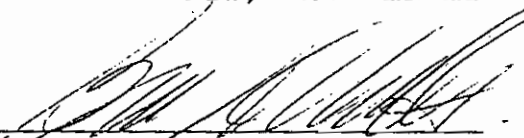
Negotiations for a successor Agreement shall be in accordance with the Rules of the Public Employment Relations Commission.

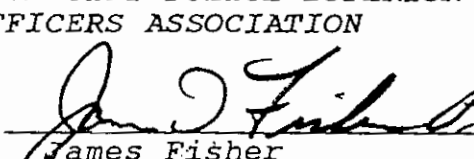
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures:


DATED: Nov 2, 1992

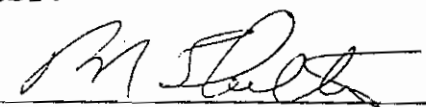
CITY OF UNION CITY, NEW JERSEY

UNION CITY POLICE SUPERIOR OFFICERS ASSOCIATION

By: 
Bruce D. Walter
Director of Public Safety

By: 
James Fisher
President, UCPSOA

ATTEST:

Witness

ATTEST:

Witness

TO SCARINCI P.02
3807-8-9-10

PROPOSED
4-4-90
REVISED 4-9-90
REVISED AMENDMENTS 4-17-90
REVISED 4-19-90
REVISED AMENDMENTS 5-2-90
PUBLISHED 5-5-90

DRUG TESTING ORDINANCE
FOR
THE CITY OF UNION CITY
POLICE DEPARTMENT

Prepared By:
ACHESON, PELIO & SCARINCI
Dated: March 30, 1990

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CITY OF UNION CITY

COUNTY OF HUDSON, NEW JERSEY

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER II, ADMINISTRATION OF THE
ORDINANCES OF THE CITY OF UNION CITY TO BE KNOWN AS
SECTION 2-18.20 ESTABLISHING A DRUG TESTING POLICY
FOR THE CITY OF UNION CITY POLICE DEPARTMENT

BE IT ORDAINED by the Mayor and Commissioners of the
City of Union City, Hudson County, New Jersey that;

Section 1. Statement of Policy This ordinance is intended to establish a uniform policy and procedure to govern the administration of a screening process to test and control unauthorized use of illicit drugs among all sworn Police Department personnel including the Police Chief and personnel under the Policeman's Benevolent Association and Police Superior Officers Association Contracts including but not limited to Inspectors, Captains, Lieutenants, Sergeants, Radio Repairer, Senior Mechanic, Policemen, uniformed and non-uniformed personnel. ("personnel" or "employee") The City is seeking to test for drugs which have a high potential for abuse, have no medical use in treatment, and for which there is no safe protocol for medical use.

Section 2. Introduction This policy is written and promulgated to be used in conjunction with existing policy, rules and regulations governing the general conduct, duties and responsibilities of Police Department personnel. The ordinance takes cognizance of the rights inherent in each individual of the City under the Constitution of the United States of America and the Constitution of the State of New Jersey.

This policy is established to help combat the national epidemic in the illicit use of drugs and to combat illegal trafficking in drugs. It is adopted to rationally foster the efficient operation of the City and to establish a reasonable and uniform system by which the City can monitor its Police Department employees for unauthorized drug use.

The policy is necessary to preserve and protect the integrity of the City and its Police Department personnel; to guard against the harmful consequences to the public good occasioned by the unauthorized, unlawful use of, or the illegal trafficking in illicit drugs by Police Department personnel; and to preserve and maintain a high degree of public confidence in all those charged with upholding public order and public safety.

Section 3. Methods of Implementation The City hereby establishes two (2) base methods of implementing this policy to identify Police Department personnel who are users of certain controlled substances:

a. Testing of those individual Police Department employees when facts are sufficient to constitute reasonable suspicion of controlled substance abuse.

b. A universal random urinalysis procedure.

Section 4. Voluntary Testing; Amnesty Period

Sixty (60) days prior to the implementation of the Police Department drug testing program Police Department employees will be notified that testing for use of illegal drugs is to be conducted.

During this sixty (60) day period Police Department personnel may voluntarily submit to a urinalysis test. However, such voluntary testing will not relieve the employee of all other requirements of this policy.

There shall be an amnesty during said sixty (60) day period. This will afford any employee the opportunity, who may be having a problem to seek help.

Any employee who voluntarily identifies himself/herself as a user of illegal drugs will be directed to seek counselling and rehabilitation through the City Employee Assistance Program as outlined in this ordinance.

Section 5. Notification of Drug Screening Requirement; Applicants

Notification that drug screening through urinalysis is mandatory for Police Department employment applicants will be included in all advertisements and announcements for Police Department employment positions. This notification will also indicate that a negative result is a condition of employment both before and during the probationary appointment.

All applicants for employment will be required to sign a release consenting to the sampling and testing of urine during the employment screening process. This release will include notification that a positive confirmation of the presence of illegal drugs in the applicant's urine will result in rejection for employment. An applicant who refuses to sign said release will be rejected for employment.

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TO

SCARINCI P.06

Police

Section 6. Employee Rights In circumstances where the facts are sufficient to constitute a reasonable suspicion that a ~~Fire~~ Department employee is a user of certain controlled substances, the City shall have the right to require that an employee submit without delay to a urinalysis test.

Reasonable suspicion shall be based on information of objective facts obtained by the City and the rational inferences which may be drawn from those facts.

Supervising training will be given so that supervisors will be in a position to determine reasonable suspicion.

In absence of supervising training, the City will have the right to require urinalysis provided all the appropriate procedures have been followed.

The creditability of the sources of information whether by tip or informant, the reliability of the facts or information, the degree of corroboration, the results of City inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

Section 7. Drug Testing Advisory Committee There shall be a Drug-Testing *COMMISSIONERS* Advisory Committee which shall meet from time-to-time to advise the ~~Committee~~ on procedural and technical matters pertinent to the drug-testing program established by this ordinance.

The members of the Committee shall include a representative of each of the collective bargaining units and a representative for all employees not covered under a collective bargaining unit, three or more medical specialists qualified in the various sciences pertinent to the conduct of drug-testing such as pharmacology, toxicology, pathology, the Chief of Police, Fire Chief, Health Officer, representatives from the State Department of Health and the Hudson County Prosecutor's Office.

Each bargaining unit will select a representative and an alternate to serve on the Drug Testing Advisory Committee.

The Committee shall offer recommendations to the Commissioners on the procedures and mechanics of conducting a drug-testing program and on the science of drug-testing with a view to maintaining fairness, objectivity, accuracy and confidentiality in the entire drug-testing program. Also, the Committee shall make recommendations on the following:

a. Changes and improvements in science and technology which will improve the effectiveness of laboratory testing for the detection of drug abuse among City personnel including Police Department personnel.

b. Appropriate external proficiency-testing and internal quality assurance procedures for evaluating the performance of drug-testing laboratories.

c. Procedures for the certification, decertification, and recertification of laboratories of drug analysis.

d. Make recommendations to improve the effectiveness of the drug testing program.

Section 8. Selection Process The Police Department employee to be drug tested will be selected by a randomized independent computer process, unless otherwise tested on the basis of reasonable suspicion. The employee will be notified of the test requirement just prior to transport to the testing location. At the time of the test the employee will be notified of the specific drugs which will be screened by the test.

Prior to the submission of a urine sample, the employee shall complete a medical questionnaire which shall clearly describe all drugs, both prescription and non-prescription, ingested during the past thirty (30) days.

The employee will be required to deposit a sample of urine into an approved container up to a required-minimum quantity for laboratory testing purposes.

The employee will be required to thoroughly wash hands and fingernails prior to urination and shall be required to deliver the urine specimen under the direction of the medical or laboratory technician. The employee will be required to sign and certify documentation provided by the City and/or laboratory that the urine sample is his/hers and the patient data is correct. At all stages of the urine-sampling procedure the employee will be expected to follow strictly each instruction of the testing supervisor. The sample will be given in private, but under the general supervision of a medical laboratory technician. Following the completion of the urine-sampling procedure, the employee will then return to his/her work area.

Section 9. Sample Collection The medical or laboratory technician shall supervise all aspects of obtaining, marking and packaging of individual urine samples including the following:

(A) To assure the cooperation of the employee in securing the urine sample from the employee in the ne amount into the test container. Also, to oversee the securing and sealing of the individual urine sample containers of each employee.

(B) The accurate matching of the identification employee with the sample and the containers including seals and any packaging of the sample containers; and

(C) The exact completion and execution of the r legal documentation of chain-of-custody including appropriate identification and certification of medic technical personnel participating in obtaining the ur sample from the employee and by bonded courier if so employed;

(D) If necessary, to arrange for transport of specimen by designated bonded courier to the testing laboratory if located elsewhere;

(E) All other steps necessary for the purpose maintaining absolute control and legal accountability initial notification of the employee to the final ma sealing, packaging and transport arrangements for th samples to the testing laboratory together with the accompanying chain-of-custody documents, and the str maintenance and final delivery of accurate documents relating to the test to the City.

Section 10. Personnel Selection for Random Screening
selection procedure will be governed by a computer s process. The selection of individual Police Departr personnel to be screened will be effected by a compu program designed for random selection. Human inter in this process is limited to the programing of the by an independent contractor hired by the City for s purpose.

Section 11. Test Sites Urine samples will be taken and/or at a medical laboratory or other designated selected by the City for this purpose. This facilit may not be affiliated with the testing laboratory c facility which will be conducting the urinalysis pr

This facility must provide a clean and sanitary location for the urine-sampling process including washing facilities. It must also provide a competent person qualified in the practice of sterile urine-sampling. The person will be required to obtain from selected individuals urine samples in the required quantity, in proper receptacles for purposes of laboratory urinalysis for controlled substances, and to arrange for marking, sealing, packaging, storage and final delivery of such specimens to the testing laboratory.

The sample will be given in private, under the general supervision of a medical or laboratory technician unless there is reasonable suspicion that the employee has tampered with a sample in the past or will tamper with this sample. Only in such cases will the giving of the sample be directly supervised.

Section 12. Testing Process The testing process of urine specimens of Police Department personnel shall be completed by a qualified medical laboratory selected by the City ensuring legally supportable and scientifically accurate results. The employee will have the option to simultaneously request an additional urine specimen be sent to a laboratory of his bargaining unit's own choosing and expense.

With the delivery of each specimen, the City will designate to the testing laboratory the certain specific drugs for which the specimen is to be analyzed. The testing laboratory will report findings only as to those specific substances contained in the City's request.

The drug-specific screening test will consist of two components:

a. The initial test of each urine sample shall employ a methodology different from the secondary confirmation test. The initial test will be an enzyme multiplied immunoanay technique (E.M.I.T.) test.

b. A secondary confirmation test of any positive findings of specific drugs will be accomplished by the gas chromatography, mass spectrometry test. (G.C.-M.S.)

The testing laboratory will make provision to properly preserve, store and secure one aliquot of the original urine specimen. Also, the testing laboratory will make available to the employee or his representative all records of primary and secondary confirmation testing done by the testing laboratory on the urine specimen provided by the employee.

Section 13. Chain-of-Custody The testing laboratory contracted by the City to test urine specimens under this policy must continue the uninterrupted chain-of-custody procedure from receipt of specimens and maintain internal chain-of-custody procedures which establish fundamental accountability and reliability of testing from a legal viewpoint at each stage in the handling, testing, and storing of specimens and reporting of test results.

Results of the test will be sealed and forwarded only to the Department Director and the employee.

Section 14. Confirmation of Test Results All Police Department personnel whose confirmatory test results in a positive finding for controlled substances, will be required to enroll in the City's Employee Assistance Program (EAP) and specifically drug counselling.

However, if the employee believes that extenuating circumstances exist which may satisfactorily explain the positive test result, he or she must request another drug test in writing within seventy-two (72) hours from receipt of the positive test results.

Section 15. Personnel Actions

A. The City shall refer any Police Department employee who is found to use illegal drugs to the Employee Assistance Program for assessment, counselling and referral for treatment or rehabilitation as appropriate.

B. The City may initiate an action to discipline or dismiss any Police Department employee who is found to use illegal drugs except when an employee voluntarily identifies himself/herself as a user of illegal drugs and who volunteers for drug testing pursuant to Section 4 of this ordinance; and

(1) Obtains counselling or rehabilitation through the Employee Assistance Program; and

(2) Thereafter refrains from using illegal drugs.

C. The City shall initiate action to remove any Police Department employee who is found to use illegal drugs and refuses to obtain counselling or rehabilitation through the Employee Assistance Program;

D. A Police Department employee who tests positive subsequent to participating in the EAP will be dismissed from employment.

E. Drug testing shall not be conducted for the purpose of gathering evidence for use in criminal proceedings.

Section 16. Employee Assistance Program

INTRODUCTION

The EAP will assist employees with a full range of life problems, including marital and family problems, substance abuse, and other psychological difficulties. The EAP is designed to provide professional short-term counselling, consultation and referrals for employees experiencing personal problems.

The goal of the EAP is to provide a successful, effective program for City employees including Police Department personnel. The EAP will provide a diagnostic evaluation, treatment planning and appropriate intervention.

SERVICES

Services of the EAP include:

1. Mandatory/voluntary use of the program;
2. Strict adherence to confidentiality;
3. A clearly stated written policy designed to clarify employee rights to service and protection to utilizers;
4. Services for all employees and their families
5. Encouragement of both supervisory and self referral

EMPLOYEE/SUPERVISORY INVOLVEMENT

Employees are encouraged to seek assistance on their own initiative. Early resolution of personal problems is in the best interest of the employee, the City and the Police Department. The EAP staff will work closely with supervisors and department heads in clarifying their role in identifying behavior symptoms.

CONFIDENTIALITY

Regardless of referral source, employees who utilize this service are guaranteed confidentiality and employees rights are rigidly protected.

THE PROGRAM

Entrance into the program is through a special telephone number available twenty-four (24) hours a day monitored by a mental health professional within the EAP during ordinary working hours and directed to the emergency on-call system at other times. An appointment will be made for the employee with a mental health professional who will evaluate the problem. A plan will be created, agreed to by the employee and necessary steps taken to implement the plan.

If needed, detoxification treatment is provided. Referrals to community resources are made when indicated. Resources for this service are thoroughly screened to ensure that the employee receives maximum benefit and treatment.

Section 17. Education A key element to a comprehensive drug testing and prevention program is continuing education.

The prevention of drug abuse and prevention education are the additional elements necessary to supplement the efforts to achieve a drug free work place.

All Police Department employees will be required to participate in regularly scheduled drug abuse educating sessions.

The employee education element of this plan will include such topics as listed below. Topics will be revised as needed.

1. The need for drug testing.
2. The extent and character of drug use in America today.
3. Enforcement policies and programs to combat drug abuse.
4. Being knowledgeable about drugs and signs of drug use.

5. Signs of drug use.
6. Resisting the pressure to use drugs.
7. Drugs and their dangers; the drugs today are dangerous and more addictive than ever.
8. A drug free work place - how it benefits everyone.

BE IT FURTHER ORDAINED:

1. That if any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a Court of competent jurisdiction to be invalid, such Judgement shall not affect, impair or invalidate the remainder of this ordinance which is hereby declared to be severable.
2. That all ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.
3. That this ordinance shall take effect on final passage and publication as provided by law.